



**ACCELERATED DATA SYSTEM SOFTWARE LICENSE, MAINTENANCE SUPPORT AND
PROFESSIONAL SERVICES AGREEMENT**

THIS SOFTWARE LICENSE, MAINTENANCE SUPPORT, AND PROFESSIONAL SERVICES AGREEMENT ("AGREEMENT") IS MADE AND ENTERED INTO BY AND BETWEEN MIAMI-DADE COUNTY, A POLITICAL SUBDIVISION OF THE STATE OF FLORIDA, HAVING ITS PRINCIPAL OFFICE AT 111 N.W. 1ST STREET, MIAMI, FLORIDA 33128 (HEREINAFTER REFERRED TO AS THE "COUNTY"), AND ACCELERATED DATA SYSTEMS INC., A CORPORATION ORGANIZED AND EXISTING UNDER THE LAWS OF THE STATE OF COLORADO, HAVING ITS PRINCIPAL OFFICE AT 5295 DTC PARKWAY, GREENWOOD VILLAGE, CO 80111 (HEREINAFTER REFERRED TO AS THE "CONTRACTOR").

RECITALS

A. County is licensed to use the Accelerated Data Systems Software and associated components (as defined below).

B. Contractor desires to grant to the County and the County desires to obtain from the Contractor a nonexclusive license to use the Software, associated components, and Documentation in accordance with the terms and on the conditions set forth in this Agreement.

C. Contractor shall provide the required software licenses, and maintenance support services for the software licensed by the County on the conditions set forth in this Agreement.

NOW, THEREFORE, the parties hereto agree as follows:

ARTICLE 1. DEFINITIONS

1.1 "Agreement" shall mean collectively these terms and conditions, and all other attachments hereto and all amendments issued hereto.

1.2 "Contractor" shall mean Accelerated Data Systems, Inc. and its permitted successors and assigns.

1.3 "Project Manager" shall mean the County Manager or the duly authorized representative designated to manage the Project.

1.4 "Licensed Software" means software transferred upon the terms and conditions set forth in the Contract. "Licensed Software" includes error corrections, upgrades, enhancements or new releases, and any deliverables due under a maintenance or service contract (e.g., patches, fixes, program temporary fix (PTF), programs, code or data conversion, or custom programming).

1.5 "License Fee" shall mean the annual fee associated to granting the County use of the Software as outlined in Appendix B "Price Schedule".

1.6 "Maintenance and Support Services" shall mean the support required for the County to achieve commercially reasonable performance of the equipment as defined on Appendix A "Scope of Services".

ARTICLE 2. AGREEMENT TERM

2.1 The Agreement shall become effective on the date that it is signed by the County or the Contractor, whichever is later and shall be for the duration of five (5) years. The County, at its sole discretion, reserves the right to exercise the option to renew this Contract for a period for three (3) additional years, for a maximum total of eight (8) years.

2.2 Extension. The County also reserves the right to exercise its option to extend this Agreement for up to one hundred-eighty (180) calendar days beyond the then current Agreement period.

2.3 Notification. The County will notify the Contractor in writing of the extension at least thirty (30) days prior to



the Termination Date if it is commercially reasonably possible to do so. This Agreement may be further extended beyond the initial one hundred-eighty (180) calendar day extension period by mutual agreement of the parties.

ARTICLE 3. MAINTENANCE AND TECHNIAL SUPPORT SERVICES

3.1 Contractor Obligations. Contractor shall provide the County with the following software technical support and maintenance services for the products licensed by the County:

- a) Provision of known error corrections by delivery of available patches via electronic communication and for download via the Internet.
- b) Provision of available minor updates (bundling of several error corrections in one version) for download via the Internet.
- c) Provision of available medium upgrades (version with additional / enhanced functions) for download via the Internet.
- d) Provision of available major upgrades (version with substantially enhanced volume of functions).
- e) Information via electronic communication (email) when new minor/medium/major updates are available.

The software technical support and maintenance services listed in this clause 3.1 only comprise the products licensed by the County, but not any new products of the same product family. The granting of rights of use and the delivery of the relevant license files for all minor, medium and major upgrades shall be limited to the number and type of products for which this Agreement has been concluded.

3.2 Telephone Support. For the term of this Agreement, Contractor shall provide telephone support in the following manner: Queries for specific technical problems and failures are possible at any time. For this purpose, the County will generally leave a message indicating the exact problem description and a classification in the following priority and error levels:

- a) Level A: System does not work.
- b) Level B: System works with limited functions.
- c) Level C: System basically working. Just errors/problems with specific functions.

Contractor ensures the following response times (via phone or e-mail) to the County:

- a) Level A: Response within the two hours of notification (Monday - Friday, 8 a.m. until 5 p.m. local time).
- b) Level B: Response within twenty-four hours or less (Monday - Friday, 8 a.m. until 5 p.m. local time).
- c) Level C: Response within the next working (Monday - Friday, 8a.m. until 5 p.m. local time).

3.3 Email Support. For the term of this Agreement, Contractor shall provide support via email. The error and priority levels set forth in clause 3.2 above and the response times indicated therein are applicable.

3.4 Subject Matter of Support Services. The subject matter of support services in clauses 3.2 and 3.3 above is the help with installation or operation problems and alleged program errors. Installation services or other support services at the County's location are not a subject matter of this Maintenance Agreement.

ARTICLE 4. MAINTENANCE AND SUPPORT FEES AND PAYMENT

4.1 Maintenance and Support Fees. The County shall pay the software maintenance and support fees or other consideration for the associated software, components, and documentation as outlined in Appendix B "Price Schedule" attached hereto. All amounts payable hereunder by the County shall be payable on an annual basis.



The County shall have no obligation to pay the Contractor any additional sum in excess of this amount, except for a change and/or modification to the Agreement, which is approved and executed in writing by the County and the Contractor. All Services undertaken by the Contractor before County's approval of this Agreement shall be at the Contractor's risk and expense.

4.2 Travel. With respect to travel costs and travel related expenses, the Contractor agrees to adhere to CH. 112.061 of the Florida Statutes as they pertain to out-of-pocket expenses including employee lodging, transportation, per diem, and all miscellaneous cost-and fees. The County shall not be liable for any such expenses that have not been approved in advance, in writing, by the County.

4.3 Fixed Pricing. Prices shall remain firm and fixed in accordance with Appendix B, Price Schedule during the term of the Agreement, including any option or extension periods.

4.4 Invoices. All invoices issued by the Contractor, shall be supported by receipt bills or other documents reasonably required by the County. Invoices shall show the County's Agreement number, and shall have a unique invoice number assigned by the Contractor. It is the policy of Miami-Dade County that payment for all purchases by County agencies shall be made in a timely manner and that interest payments are made on late payments. In accordance with Florida Statutes, Section 218.74 and Section 2-8.1.4 of the Miami-Dade County Code, the time at which payment shall be due from the County shall be forty-five days from receipt of a proper invoice. Receipt of late invoicing by the Contractor, shall not cause the County interruption in service or deactivation of Licensed Software. The time at which payment shall be due to small businesses shall be thirty (30) days from receipt of a proper invoice. All payments due from the County and not made within the time specified by this section shall bear interest from thirty (30) days after the due date at the rate of one percent (1%) per month on the unpaid balance. Further, proceedings to resolve disputes for payment of obligations shall be concluded by final written decision of the County Mayor, or his or her designee(s), not later than sixty (60) days after the date on which the proper invoice was received by the County.

Invoices and associated back-up documentation shall be submitted in duplicate by the Contractor to the County as follows:

Miami-Dade County
Finance Department
140 West Flagler Street, Suite 1107
Miami, FL 33130

Attention: Cristina Mekin

The County may at any time designate a different address and/or contact person by giving written notice to the other party.

ARTICLE 5. SOFTWARE MODIFICATIONS

5.1 Error Corrections and Updates. The Contractor will provide the County with error corrections, bug fixes, patches or other updates to the Software licensed hereunder in object code form to the extent available in accordance with the Contractor's release schedule for the term of this Agreement.

5.2 Software Enhancements or Modifications and additional services, or system related products. The County may, from time to time, request that the Contractor incorporate certain features, enhancements or modifications into the licensed Software. When requested by the County, the Contractor shall provide the requested system enhancements/modifications. The County may, from time to time, request that the Contractor provide additionally available services or system related products. Upon the County's request for such enhancements/modifications or additional services or system related products, the County shall prepare a Statement of Work ("SOW") for the specific Project that shall define in detail the scope of the enhancements, modifications, services or products to be provided. The Contractor shall submit a cost proposal including all costs pertaining to furnishing the County with the requested items.

- a) After the SOW has been accepted a detailed requirements and detailed design document shall be



submitted illustrating the complete financial terms that govern the SOW, proposed Project staffing, anticipated Project schedule, and other information relevant to the Project. Each SOW executed hereunder shall automatically incorporate the terms and conditions of this Agreement. Notwithstanding the foregoing, performance of any such modifications shall not compromise the Contractor's warranty obligations.

- b) Following the County's acceptance of all enhancements/modification and/or additional services or system related products, the Contractor shall provide the County, if so requested, with written confirmation of the date the enhancements/modification was applied to the Licensed Software, and any and all Documentation relating to the Licensed Software and or enhancements/modification thereto.

5.3 Title to Modifications. All such error corrections, bug fixes, patches, updates, modifications, or new releases shall be the sole property of the Contractor.

ARTICLE 6. MANNER OF PERFORMANCE

- a) The Contractor shall provide the Services described herein in a competent and professional manner in accordance with the terms and conditions of this Agreement. The County shall be entitled to and to full and prompt cooperation by the Contractor in all aspects of the Services performed under this Agreement.
- b) The Contractor agrees that at all times it will employ, maintain, and assign to the performance of the Services a sufficient number of competent and qualified professionals and other personnel to meet the requirements to which reference is hereinafter made. Upon mutual agreement of the Parties in writing, the Contractor agrees to adjust its personnel staffing levels or substitute personnel if required to ensure the performance of services under this contract are fulfilled in accordance with the provisions hereof
- c) The Contractor warrants and represents that its personnel have the proper skill, training, background, knowledge, experience, rights, authorizations, integrity, character and licenses as necessary to perform the Services described herein, in a competent and professional manner.
- d) The Contractor shall at all times cooperate with the County and coordinate its respective work efforts to most effectively and efficiently maintain the progress in performing the Services.
- e) The Contractor shall comply with all provisions of all federal, state and local laws, statutes, ordinances, and regulations that are applicable to the performance of this Agreement.

ARTICLE 7. EMPLOYEES ARE THE RESPONSIBILITY OF THE CONTRACTOR

All employees of the Contractor shall be considered to be, at all times, employees of the Contractor under its sole direction and not employees or agents of the County. The Contractor shall supply competent employees. Miami-Dade County may require the Contractor to remove an employee it deems careless, incompetent, insubordinate or otherwise objectionable and whose continued employment on County property is not in the best interest of the County. Each employee shall have and wear proper identification.

ARTICLE 8. AUTHORITY OF THE COUNTY'S PROJECT MANAGER

- b) The Contractor shall, in the first instance seek to resolve every difference concerning the Agreement with the Project Manager. In the event that the Contractor and the Project Manager are unable to resolve their difference, the Contractor may initiate a dispute in accordance with the procedures set forth in this Article. Exhaustion of these procedures shall be a condition precedent to any lawsuit permitted hereunder.

- c) In the event of such dispute, the parties to this Agreement authorize the County Mayor or designee, who may not be the Project Manager or anyone associated with this Project, to decide all questions arising out of, under, or in connection with, or in any way related to or on account of the Agreement (including but not limited to claims in the nature of breach of contract, fraud or misrepresentation arising either before or subsequent to execution hereof).
- d) The County Mayor may base this decision on such assistance as may be desirable, including advice of experts, but in any event shall base the decision on an independent and objective determination of whether Contractor's performance or any Deliverable meets the requirements of this Agreement and any specifications with respect thereto set forth herein. The effect of any decision shall not be impaired or waived by any negotiations or settlements or offers made in connection with the dispute, whether or not the County Mayor participated therein, or by any prior decision of others, which prior decision shall be deemed subject to review, or by any termination or cancellation of the Agreement. All such disputes shall be submitted in writing by the Contractor to the County Mayor for a decision, together with all evidence and other pertinent information in regard to such questions, in order that a fair and impartial decision may be made. Whenever the County Mayor is entitled to exercise discretion or judgment or to make a determination or form an opinion pursuant to the provisions of this Article, such action shall be fair and impartial when exercised or taken. The County Mayor, as appropriate, shall render a decision in writing and deliver a copy of the same to the Contractor. Except as such remedies may be limited or waived elsewhere in the Agreement, Contractor reserves the right to pursue any remedies available under law after exhausting the provisions of this Article.

ARTICLE 9. AUDITS

The County, or its duly authorized representatives or governmental agencies, shall until the expiration of three (3) years after the expiration of this Agreement and any extension thereof, have access to and the right to examine and reproduce any of the Contractor's books, documents, papers and records excluding confidential and/or proprietary information relating to the Licensed Software and of its subcontractors and suppliers which apply to all matters of the County. Such records shall subsequently conform to Generally Accepted Accounting Principles requirements, as applicable, and shall only address those transactions related to this Agreement.

Pursuant to County Ordinance No. 03-2, the Contractor will grant access to the Commission Auditor to all financial and performance related records, property, and equipment purchased in whole or in part with government funds (an "Audit"). The Contractor agrees to maintain an accounting system that provides accounting records that are supported with adequate documentation, and adequate procedures for determining the allowability and allocability of costs. Audits conducted pursuant to this Article 9 shall be conducted at Contractor's place of business. County shall give contractor ten (10) business days written notice prior to the arrival of the Commission Auditor.

ARTICLE 10. SEVERABILITY

If this Agreement contains any provision found to be unlawful, the same shall be deemed to be of no effect and shall be deemed stricken from this Agreement without affecting the binding force of this Agreement as it shall remain after omitting such provision.

ARTICLE 11. INDEMNIFICATION

The Contractor shall indemnify and hold harmless the County and its officers, employees, agents and instrumentalities from any and all liability, losses or damages, including attorneys' fees and costs of defense, which the County or its officers, employees, agents or instrumentalities may incur as a result of claims, demands, suits, causes of actions or proceedings of any kind or nature arising out of, relating to or resulting from the performance of this Agreement by the Contractor or its employees, agents, servants, partners principals or subcontractors. The Contractor shall pay all claims and losses in connection therewith and shall investigate and defend all claims, suits or actions of any kind or nature in the name of the County, where applicable, including appellate proceedings, and shall pay all costs, judgments, and attorney's fees which may



issue thereon. The Contractor expressly understands and agrees that any insurance protection required by this Agreement or otherwise provided by the Contractor shall in no way limit the responsibility to indemnify, keep and save harmless and defend the County or its officers, employees, agents and instrumentalities as herein provided.

Upon County's notification, the Contractor shall furnish to the Internal Services Department, Certificates of Insurance that indicate that insurance coverage has been obtained, which meets the requirements as outlined below:

1. Worker's Compensation Insurance for all employees of the Contractor as required by Florida Statute 440.
2. Public Liability Insurance on a comprehensive basis in an amount not less than \$300,000 combined single limit per occurrence for bodily injury and property damage. **Miami-Dade County must be shown as an additional insured with respect to this coverage. The mailing address of Miami-Dade County 111 N.W. 1st Street, Suite 1300, Miami, Florida 33128-1974, as the certificate holder, must appear on the certificate of insurance.**

Automobile Liability Insurance covering all owned, non-owned, and hired vehicles used in connection with the Services, in an amount not less than \$300,000 combined single limit per occurrence for bodily injury and property damage.

The insurance coverage required shall include those classifications, as listed in standard liability insurance manuals, which most nearly reflect the operation of the Contractor. All insurance policies required above shall be issued by companies authorized to do business under the laws of the State of Florida with the following qualifications:

The company must be rated no less than "B" as to management, and no less than "Class V" as to financial strength, according to the latest edition of Best's Insurance Guide published by A.M. Best Company, Oldwick, New Jersey, or its equivalent, subject to the approval of the County Risk Management Division.

OR

The company must hold a valid Florida Certificate of Authority as shown in the latest "List of All Insurance Companies Authorized or Approved to Do Business in Florida", issued by the State of Florida Department of Insurance and are members of the Florida Guaranty Fund.

Certificates of Insurance must indicate that for any cancellation of coverage before the expiration date, the issuing insurance carrier will endeavor to mail thirty (30) day written advance notice to the certificate holder. In addition, the Contractor hereby agrees not to modify the insurance coverage without thirty (30) days written advance notice to the County.

NOTE: MIAMI-DADE COUNTY CONTRACT NUMBER AND TITLE MUST APPEAR ON EACH CERTIFICATE OF INSURANCE.

Compliance with the foregoing requirements shall not relieve the Contractor of this liability and obligation under this section or under any other section in this Agreement.

The Contractor shall be responsible for assuring that the insurance certificates required in conjunction with this Section remain in force for the duration of the contractual period of the Contract, including any and all option years or extension periods that may be granted by the County. If insurance certificates are scheduled to expire during the contractual period, upon written request by the County, the Contractor shall be responsible for submitting new or renewed insurance certificates to the County at a minimum of ten (10) calendar days in advance of such expiration. In the event that expired certificates are not replaced with new or renewed certificates which cover the contractual period, the County shall suspend the Contract until such time as the new or renewed certificates are received by the County in the manner prescribed herein; provided, however, that this suspended period does not exceed thirty (30) calendar days. Thereafter, the County may, at its sole discretion, terminate this contract.

**ARTICLE 12 . PROTECTION OF SOFTWARE**

12.1 Proprietary Information. The Contractor acknowledges that all computer software in the County's possession may constitute or contain information or materials which the County has agreed to protect as proprietary information from disclosure or unauthorized use and may also constitute or contain information or materials which the County has developed at its own expense, the disclosure of which could harm the County's proprietary interest therein.

12.2 Proprietary Rights. The Contractor hereby acknowledges and agrees that the County retains all rights, title and interests in and to all materials, data, documentation and copies thereof furnished by the County to the Contractor hereunder, including all copyright and other proprietary rights therein, which the Contractor as well as its employees, agents, subconsultants and suppliers may use only in connection of the performance of Services under this Agreement.

- a) All rights, title and interest in and to certain ideas, designs and methods, specifications and other documentation related thereto developed by the Contractor and its subconsultants specifically for the County, hereinafter referred to as "Developed Works" shall become the property of the County.
- b) Accordingly, neither the Contractor nor its employees, agents, subconsultants or suppliers shall have any proprietary interest in such Developed Works. The Developed Works may not be utilized, reproduced or distributed by or on behalf of the Contractor, or any employee, agent, subconsultants or supplier thereof, without the prior written consent of the County, except as required for the Contractor's performance hereunder.
- c) Except as otherwise provided in subsections a and b above, or elsewhere herein, the Contractor hereunder shall retain all proprietary rights in and to all Licensed Software and modifications thereto which are not Developed Works provided hereunder, that have not been customized to satisfy the performance criteria set forth by the County in a defined SOW.

12.3 No Reverse Engineering. The County agrees not to modify, reverse engineer, disassemble, or decompile the Software, or any portion thereof.

12.4 Ownership. County further acknowledges that all copies of the Software in any form provided by the Contractor are the sole property of the Contractor. The County shall not have any right, title, or interest to any such Software or copies thereof except as provided in this Agreement, and further shall secure and protect all Software and Documentation consistent with maintenance of Contractor's proprietary rights therein.

12.5 Irreparable Harm. County acknowledges that any disclosure, use or misappropriation of the Software in violation of this Agreement may cause Contractor irreparable harm, the amount of which may be difficult to ascertain, and, therefore, acknowledges that Contractor has the right to apply to a court of competent jurisdiction for an order or injunction restraining any such further disclosure or misappropriation and for such other relief as Contractor shall deem appropriate. Such right of Contractor is to be in addition to the remedies otherwise available to Contractor at law or in equity. Contractor agrees that it will notify of the circumstances Contractor believes warrant the filing of an injunction under this provision ten (10) days prior such filing.

ARTICLE 13. CONFIDENTIALITY

13.1 Acknowledgement. As a political subdivision of the State of Florida, Miami-Dade County is subject to Florida's Public Records Law.

13.2 All Developed Works and other materials, data, transactions of all forms, financial information, documentation, inventions, designs and methods obtained from the County in connection with the Services performed under this Agreement, made or developed by the Contractor or its subcontractors in the course of the performance of such Services, or the results of such Services, or which the County holds the proprietary rights, may include Confidential Information and if so, may not, without the prior written consent of the County, be used by the Contractor or its employees, agents, subcontractors or suppliers for any purpose.. In addition to



the foregoing, all county employee information and County financial information shall be considered confidential information and shall be subject to all the requirements stated herein. Neither the Contractor nor its employees, agents, subcontractors or suppliers may sell, transfer, publish, disclose, display, license or otherwise make available to others any part of such Confidential Information without the prior written consent of the County.

13.3 The Contractor shall advise each of its employees, agents, subcontractors and suppliers who may be exposed to such Confidential Information of their obligation to keep such information confidential and shall promptly advise the County in writing if it learns of any unauthorized use or disclosure of the Confidential Information by any of its employees or agents, or subcontractor's or supplier's employees, present or former. In addition, the Contractor agrees to cooperate fully and provide any assistance necessary to ensure the confidentiality of the Confidential Information.

13.4 Maintenance of Confidential Information. Each party shall advise each of its employees, agents, subconsultants and suppliers who may be exposed to such Confidential Information of their obligation to keep such information confidential and shall promptly advise the other party in writing if it learns of any unauthorized use or disclosure of the Confidential Information by any of its employees or agents, or subconsultants or supplier's employees, present or former. In addition, each party agrees to cooperate fully and provide any assistance necessary to the other party to ensure the confidentiality of the Confidential Information.

13.5 It is understood and agreed that in the event of a breach of this Article damages may not be an adequate remedy and the County shall be entitled to injunctive relief to restrain any such breach or threatened breach. Unless otherwise requested by the County, upon the completion of the Services performed hereunder, the Contractor shall immediately turn over to the County all such Confidential Information existing in tangible form, and no copies thereof shall be retained by the Contractor or its employees, agents, subcontractors or suppliers without the prior written consent of the County. A certificate evidencing compliance with this provision and signed by an officer of the Contractor shall accompany such materials.

13.5 Survival. County's obligations under this Article 13 will survive the termination of this Agreement or of any license granted under this Agreement for whatever reason.

ARTICLE 14. DEFAULT AND TERMINATION

14.1 Termination. The County may terminate this Agreement if an individual or corporation or other entity attempts to meet its obligations under this Agreement with the County through fraud, misrepresentation or material misstatement.

14.2 Termination for Convenience. In addition to cancellation or termination as otherwise provided in this Agreement, the County may at any time, in its sole discretion, with or without cause, terminate this Agreement by written notice to the Contractor and in such event:

- a) The Contractor shall, upon receipt or issuance of such notice: (i) stop work on the date specified in the notice ("the Effective Termination Date"); (ii) take such action as may be necessary for the protection and preservation of the County's materials and property; (iii) take no action which will increase the amounts payable by the County under this Agreement; and
- b) In the event that the County exercises its right to terminate this Agreement for convenience only, the Contractor will be compensated as stated in the payment Articles, herein, for the portion of the Services completed in accordance with the Agreement up to the Effective Termination Date: and
- c) All compensation pursuant to this Article is subject to audit.

14.3 Termination for Default. This Agreement may be terminated by the nondefaulting party if any of the following events of default occur: (1) if a party materially fails to perform or comply with this Agreement or any provision hereof; (2) if either party fails to strictly comply with the provisions of Article 13 (Confidentiality) or makes an assignment in violation of Article 18 (Non-assign ability); (3) if the Contractor becomes insolvent or bankrupt, or makes an assignment for the benefit of creditors.



14.4 Effective Date of Termination. Termination due to a material breach shall be effective on notice. In all other cases, termination shall be effective thirty (30) days after notice of termination to the defaulting party if the defaults have not been cured within such thirty (30) day period.

ARTICLE 15. REMEDIES IN THE EVENT OF DEFAULT

If an Event of Default occurs, the defaulting party shall be liable for all damages resulting from the default, including but not limited to:

- a) the difference between the cost associated with procuring Services hereunder and the amount actually expended by the County for re-procurement of Services, including procurement and administrative costs; and
- b) such other direct damages.
- c) litigation costs

NEITHER COUNTY NOR CONTRACTOR, SHALL BE LIABLE OR RESPONSIBLE TO THE OTHER PARTY FOR ANY INCIDENTAL, SPECIAL OR CONSEQUENTIAL DAMAGES (INCLUDING, WITHOUT LIMITATION, LOST PROFITS, LOST DATA OR BUSINESS INTERRUPTION) ARISING OUT OF THIS AGREEMENT

ARTICLE 16. PATENT AND COPYRIGHT INDEMNIFICATION

- a) The Contractor shall not infringe on any copyrights, trademarks, service marks, trade secrets, patent rights, other intellectual property rights or any other third party proprietary rights in the performance of the Work.
- b) The Contractor warrants that all Deliverables furnished hereunder, including but not limited to: equipment, programs, documentation, software, analyses, applications, methods, ways, processes, and the like, do not infringe upon or violate any copyrights, trademarks, service marks, trade secrets, patent rights, other intellectual property rights or any other third party proprietary rights.
- c) The Contractor shall be liable and responsible for any and all claims made against the County for infringement of patents, copyrights, service marks, trade secrets or any other third party proprietary rights, by the use or supplying of any programs, documentation, software, analyses, applications, methods, ways, processes, and the like, in the course of performance or completion of, or in any way connected with, the Work, or the County's continued use of the Deliverables furnished hereunder. Accordingly, the Contractor at its own expense, including the payment of attorney's fees, shall indemnify, and hold harmless the County and defend any action brought against the County with respect to any claim, demand, and cause of action, debt, or liability.
- d) In the event any Deliverable or anything provided to the County hereunder, or portion thereof is held to constitute an infringement and its use is or may be enjoined, the Contractor shall have the obligation to, at the County's option to (i) modify, or require that the applicable subcontractor or supplier modify, the alleged infringing item(s) at its own expense, without impairing in any respect the functionality or performance of the item(s), or (ii) procure for the County, at the Contractor's expense, the rights provided under this Agreement to use the item(s).
- e) The Contractor shall be solely responsible for determining and informing the County whether a prospective supplier or subcontractor is a party to any litigation involving patent or copyright infringement, service mark, trademark, violation, or proprietary rights claims or is subject to any injunction which may prohibit it from providing any Deliverable hereunder. The Contractor shall enter into agreements with all suppliers and subcontractors at the Contractor's own risk. The County may



reject any Deliverable that it believes to be the subject of any such litigation or injunction, or if, in the County's judgment, use thereof would delay the Work or be unlawful.

ARTICLE 17. NOTICES

All notices required or permitted under this Agreement shall be in writing and shall be deemed sufficiently served if delivered by Registered or Certified Mail, with return receipt requested; or delivered personally; or delivered via fax or e-mail (if provided below) and followed with delivery of hard copy; and in any case addressed as follows:

(1) To the County Project Manager:

Miami-Dade County
Finance Department
140 West Flagler Street, Suite 1107
Miami, FL 33130

Phone: (786) 469-2807
Fax: (305) 375-3621
E-mail: cro@miamidade.gov

Attention: Cristina Mekin

and to the Agreement Manager:

Miami-Dade County
Internal Services Department
111 N.W. 1st Street, Suite 1300
Miami, FL 33128

Phone: (305) 375-2356
Fax: (305) 375-5688
E-Mail: dakota@miamidade.gov

Attention: Dakota Thompson, CPPB

(2) To the Contractor

Accelerated Data Systems, Inc.
5295 DTC Pkwy
Greenwood Village, CO 80111

Phone: (303) 706-1101
Fax: (720) 529-1949
E-mail: p.justus@accelerateddata.com

Attention: Phillip M Justus

Either party may at any time designate a different address and/or contact person by giving notice as provided above to the other party. Such notices shall be deemed given upon receipt by the addressee.

ARTICLE 18. NONASSIGNABILITY

Neither Party shall assign this Agreement or its rights hereunder without the prior written consent of the other party.

**ARTICLE 20. MIAMI-DADE COUNTY OFFICE OF THE INSPECTOR GENERAL REVIEW**

Pursuant to Miami-Dade County Administrative Order 3-20, the County has the right to retain the services of an Independent Private Sector Inspector General (hereinafter "IPSIG"), whenever the County deems it appropriate to do so. Upon written notice from the County, the Contractor shall make available to the IPSIG retained by the County, all requested records and documentation pertaining to this Agreement for inspection and reproduction, excluding confidential and/or proprietary information relating to the Licensed Software, at Contractors place of business and only upon ten (10) business days written notice from County to Contractor. The County shall be responsible for the payment of these IPSIG services, and under no circumstance shall the Contractor's prices and any changes thereto approved by the County, be inclusive of any charges relating to these IPSIG services. The terms of this provision herein, apply to the Contractor, its officers, agents, employees, subcontractors and assignees. Nothing contained in this provision shall impair any independent right of the County to conduct an audit or investigate the operations, activities and performance of the Contractor in connection with this Agreement. The terms of this Article shall not impose any liability on the County by the Contractor or any third party.

Miami-Dade County Inspector General Review

According to Section 2-1076 of the Code of Miami-Dade County, as amended by Ordinance No. 99-63, Miami-Dade County has established the Office of the Inspector General which may, on a random basis, perform audits on all County contracts, throughout the duration of said contracts, except as otherwise provided below. The cost of the audit for this Contract shall be one quarter (1/4) of one (1) percent of the total contract amount which cost shall be included in the total contract amount. The audit cost will be paid by the County.

Exception: The above application of one quarter (1/4) of one percent fee assessment shall not apply to the following contracts: (a) IPSIG contracts; (b) contracts for legal services; (c) contracts for financial advisory services; (d) auditing contracts; (e) facility rentals and lease agreements; (f) concessions and other rental agreements; (g) insurance contracts; (h) revenue-generating contracts; (i) contracts where an IPSIG is assigned at the time the contract is approved by the Commission; (j) professional service agreements under \$1,000; (k) management agreements; (l) small purchase orders as defined in Miami-Dade County Administrative Order 3-2; (m) federal, state and local government-funded grants; and (n) interlocal agreements.

Notwithstanding the foregoing, the Miami-Dade County Board of County Commissioners may authorize the inclusion of the fee assessment of one quarter (1/4) of one percent in any exempted contract at the time of award.

Nothing contained above shall in any way limit the powers of the Inspector General to perform audits on all County contracts including, but not limited to, those contracts specifically exempted above. The Miami-Dade County Inspector General is authorized and empowered to review past, present and proposed County and Public Health Trust contracts, transactions, accounts, records and programs. In addition, the Inspector General has the power to subpoena witnesses, administer oaths, require the production of records and monitor existing projects and programs. Monitoring of an existing project or program may include a report concerning whether the project is on time, within budget and in conformance with plans, specifications and applicable law. The Inspector General is empowered to analyze the necessity of and reasonableness of proposed change orders to the Contract. The Inspector General is empowered to retain the services of independent private sector inspectors general (IPSIG) to audit, investigate, monitor, oversee, inspect and review operations, activities, performance and procurement process, including but not limited to project design, specifications, proposal submittals, activities of the Contractor, its officers, agents and employees, lobbyists, County staff and elected officials to ensure compliance with contract specifications and to detect fraud and corruption.

Upon written notice to the Contractor from the Inspector General or IPSIG retained by the Inspector General, the Contractor shall make all requested records and documents available to the Inspector General or IPSIG for inspection and copying. The Inspector General and IPSIG shall have the right to inspect and copy all documents and records in the Contractor's possession, custody or control which, in the Inspector General's or IPSIG's sole judgment, pertain to performance of the contract, including, but not limited to original estimate files, change order estimate files, worksheets, proposals and agreements form and which successful and unsuccessful subcontractors and suppliers, all project-related correspondence, memoranda, instructions, financial documents, construction documents, proposal and contract documents, back-charge documents, all



documents and records which involve cash, trade or volume discounts, insurance proceeds, rebates, or dividends received, payroll and personnel records, and supporting documentation for the aforesaid documents and records.

ARTICLE 19. COUNTY USER ACCESS PROGRAM (UAP)

19.1 User Access Fee. Pursuant to Miami-Dade County Budget Ordinance No. 03-192, this Agreement is subject to a user access fee under the County User Access Program (UAP) in the amount of two percent (2%). All sales resulting from this Agreement, or any Agreement resulting from this solicitation and the utilization of the County Agreement price and the terms and conditions identified herein, are subject to the two percent (2%) UAP. This fee applies to all Agreement usage whether by County Departments or by any other governmental, quasi-governmental or not-for-profit entity.

The Contractor providing goods or services under this Agreement shall invoice the Agreement price and shall accept as payment thereof the Agreement price less the 2% UAP as full and complete payment for the goods and/or services specified on the invoice. The County shall retain the 2% UAP for use by the County to help defray the cost of the procurement program. Vendor participation in this invoice reduction portion of the UAP is mandatory.

County agrees that Contractor will add a 2% UAP off-set fee to all invoices.

19.2 Contractor Compliance. If the Contractor fails to comply with this Article, the Contractor may be considered in default by the County in accordance with this Agreement.

ARTICLE 20. VENDOR REGISTRATION AND FORMS/CONFLICT OF INTEREST

a) Vendor Registration

The Contractor shall be a registered vendor with the County – Internal Services Department, for the duration of this Agreement. In becoming a Registered Vendor with Miami-Dade County, the Contractor confirms its knowledge of and commitment to comply with the following:



1. **Miami-Dade County Ownership Disclosure Affidavit**
(Section 2-8.1 of the County Code)
2. **Miami-Dade County Employment Disclosure Affidavit**
(Section 2-8-1(d)(2) of the County Code)
3. **Miami-Dade County Employment Drug-free Workplace Certification**
(Section 2-8.1.2(b) of the County Code)
4. **Miami-Dade Disability and Nondiscrimination Affidavit**
(Section 2-8.1.5 of the County Code)
5. **Miami-Dade County Debarment Disclosure Affidavit**
(Section 10.38 of the County Code)
6. **Miami-Dade County Vendor Obligation to County Affidavit**
(Section 2-8.1 of the County Code)
7. **Miami-Dade County Code of Business Ethics Affidavit**
(Section 2-8.1(i) and 2-11(b)(1) of the County Code through (6) and (9) of the County Code and Section 2-11.1(c) of the County Code)
8. **Miami-Dade County Family Leave Affidavit**
(Article V of Chapter 11 of the County Code)
9. **Miami-Dade County Living Wage Affidavit**
(Section 2-8.9 of the County Code)
10. **Miami-Dade County Domestic Leave and Reporting Affidavit**
(Article 8, Section 11A-60 11A-67 of the County Code)
11. **Subcontracting Practices**
(Ordinance 97-35)
12. **Subcontractor /Supplier Listing**
(Section 2-8.8 of the County Code)
13. **Environmentally Acceptable Packaging**
(Resolution R-738-92)
14. **W-9 and 8109 Forms**
(as required by the Internal Revenue Service)
15. **FEIN Number or Social Security Number**
In order to establish a file, the Contractor's Federal Employer Identification Number (FEIN) must be provided. If no FEIN exists, the Social Security Number of the owner or individual must be provided. This number becomes Contractor's "County Vendor Number". To comply with Section 119.071(5) of the Florida Statutes relating to the collection of an individual's Social Security Number, be aware that the County requests the Social Security Number for the following purposes:
 - Identification of individual account records
 - To make payments to individual/Contractor for goods and services provided to Miami-Dade County
 - Tax reporting purposes
 - To provide a unique identifier in the vendor database that may be used for searching and sorting departmental records
16. **Office of the Inspector General**
(Section 2-1076 of the County Code)
17. **Small Business Enterprises**
The County endeavors to obtain the participation of all small business enterprises pursuant to Sections 2-8.2, 2-8.2.3 and 2-8.2.4 of the County Code and Title 49 of the Code of Federal Regulations.
18. **Antitrust Laws**
By acceptance of any contract, the Contractor agrees to comply with all antitrust laws of the United States and the State of Florida.

b) **Conflict of Interest**

Section 2-11.1(d) of Miami-Dade County Code as amended by Ordinance 00-1, requires any county employee or any member of the employee's immediate family who has a controlling financial interest, direct or indirect, with Miami-Dade County or any person or agency acting for Miami-Dade County from competing or applying for any such contract as it pertains to this solicitation, must first request a conflict of interest opinion from the County's Ethics Commission prior to their or their immediate family member's entering into any contract or transacting any business through a firm, corporation, partnership or business entity in which the employee or any member of the employee's immediate family has a controlling financial interest, direct or indirect, with Miami-Dade County or any person or agency acting for Miami-Dade County and that any such contract, agreement or business engagement entered in violation of this subsection, as amended, shall render this Agreement voidable. For additional information, please contact the Ethics Commission hotline at (305) 579-2593.

**ARTICLE 21. LOCAL, STATE, AND FEDERAL COMPLIANCE REQUIREMENTS**

Contractor agrees to comply, subject to applicable professional standards, with the provisions of any and all applicable Federal, State and the County orders, statutes, ordinances, rules and regulations which may pertain to the Services required under this Agreement, including, but not limited to:

- a) Equal Employment Opportunity (EEO), in compliance with Executive Order 11246 as amended and applicable to this Contract.
- b) Miami-Dade County Code, Chapter 11A, Article 3. All contractors and subcontractors performing work in connection with this Contract shall provide equal opportunity for employment without regard to race, religion, color, age, sex, national origin, sexual preference, disability or marital status. The aforesaid provision shall include, but not be limited to, the following: employment, upgrading, demotion or transfer, recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. The Contractor agrees to post in a conspicuous place available for employees and applicants for employment, such notices as may be required by the Dade County Fair Housing and Employment Commission, or other authority having jurisdiction over the work setting forth the provisions of the nondiscrimination law.
- c) "Conflicts of Interest" Section 2-11 of the County Code, and Ordinance 01-199.
- d) Miami-Dade County Code Section 10-38 "Debarment".
- e) Miami-Dade County Ordinance 99-5, codified at 11A-60 et. seq. of Miami-Dade Code pertaining to complying with the County's Domestic Leave Ordinance.
- f) Miami-Dade County Ordinance 99-152, prohibiting the presentation, maintenance, or prosecution of false or fraudulent claims against Miami-Dade County.

The Contractor shall hold all licenses and/or certifications, obtain and pay for all permits and/or inspections, and comply with all laws, ordinances, regulations and building code requirements applicable to the work required herein. Damages, penalties, and/or fines imposed on the County or Contractor for failure to obtain and maintain required licenses, certifications, permits and/or inspections shall be borne by the Contractor. The Project Manager shall verify the certification(s), license(s), permit(s), etc. for the Contractor prior to authorizing work and as needed.

Notwithstanding any other provision of this Agreement, Contractor shall not be required pursuant to this Agreement to take any action or abstain from taking any action if such action or abstention would, in the good faith determination of the Contractor, constitute a violation of any law or regulation to which Contractor is subject, including but not limited to laws and regulations requiring that Contractor conduct its operations in a safe and sound manner.

ARTICLE 22. GOVERNING LAW

This Contract, including appendices, and all matters relating to this Contract (whether in contract, statute, tort (such as negligence), or otherwise) shall be governed by, and construed in accordance with, the laws of the State of Florida. Venue shall be Miami-Dade County.

ARTICLE 23. PROJECTS AND SERVICES

The parties anticipate that from time to time they will be in contact regarding the County's needs for assistance on clearly defined Projects ("Projects") in the areas of business strategy, business integration, business process improvement, training, management development, project management, computer programming, systems integration, data processing, software development and other specific activities related to improving the County's computer systems, training or personnel to operate the same, creation or modification of software, and related consulting activities ("Services").

**ARTICLE 24. STATEMENT OF WORK**

Prior to the commencement of Services for any Project, the County and the Contractor shall mutually agree upon the terms and conditions required to complete a Statement of Work ("SOW") for the specific Project that shall define in detail the Services to be performed. After the SOW has been accepted a detailed requirements and detailed design document shall be submitted illustrating the complete financial terms that govern the SOW, proposed Project staffing, anticipated Project schedule, and other information relevant to the Project. Each SOW executed hereunder shall automatically incorporate the terms and conditions of this Agreement.

ARTICLE 25. DELIVERY AND INSTALLATION

- a) All Software and/or Deliverables the County ordered shall be delivered F.O.B. Destination. The County shall accept or reject the Software and/or Deliverables within ten (10) days of receipt unless otherwise provided elsewhere in this Agreement.
- b) If the Contractor fails to make delivery within the time specified in the applicable Work Order, or if the Software and/or Deliverable delivered fails to conform to the requirements hereof in quality, number or otherwise or are found to be defective in material or workmanship, then the County may reject the delivered Software and/or Deliverable or may accept any item of Software and/or Deliverable and reject the balance of the delivered Software and/or Deliverable. The County shall notify Contractor of such rejection in writing and specify in such notice, the reasons for such rejection. Contractor agrees to deliver replacement Software and/or Deliverables for such items of rejected Deliverables and/or Software within fifteen (15) Days of Contractor's receipt of the County's rejection notice.
- c) The County may delay delivery of ordered Software, and/or Deliverables or any portion thereof, for up to sixty (60) days at no additional cost to the County, by giving written notice to the Contractor of its desire to delay delivery at least ten (10) days prior to the Scheduled Delivery Date set forth in the Order. In the event of such delay, the County will provide the Contractor with a new delivery date for such Software and/or Deliverables or portion thereof as soon as reasonably possible, but in no event later than ten (10) Days following the County's receipt of notice of the Contractor's desire to delay delivery.
- d) The Contractor shall deliver all ordered Software and/or Deliverables no later than thirty (30) days from the order date.
- e) The Contractor shall bear the risk of loss or damage to delivered Software and/or Deliverables until the time the Project Manager certifies that the System(s) has successfully completed the System Acceptance test at the applicable site, whether such loss or damage arises from acts or omissions (whether negligent or not) of the Contractor or the County or from any other cause whatsoever, except loss or damage arising solely from the negligence or willful acts of the County.
- f) Contractor agrees to install the Software at the applicable Sites set forth in the Contract. Contractor agrees to commence installation of the Software as soon after delivery as is possible, but in no event later than five (5) Days after delivery, or unless a different time for installation is otherwise mutually agreed upon by the parties hereto. All installation work will be performed during normal business hours. Contractor shall diligently pursue and complete such installation without interruption and in accordance with the Implementation Schedule, so that such Software is in good working order and ready for use by the Installation Date set forth in the Implementation Schedule.
 - 1. Contractor agrees to do all things necessary for proper installation and to perform its installation obligations hereunder in an orderly, skillful and expeditious manner, with sufficient labor and materials to ensure efficient and timely completion of such obligations. If applicable, Contractor shall coordinate with the Project Manager all work with all other Contractors and/or County personnel performing work at the Site(s) to complete Software installation. The County shall be responsible for resolving all disputes relating to Site access between Contractor and other contractors. Contractor shall provide all materials necessary to proper installation of the Software. The County shall attempt to provide reasonable working and secure storage space for the performance by Contractor of the installation services described herein. Contractor agrees that all



installation work will be performed neatly and at all times Contractor shall keep Site(s) free from waste materials and rubbish resulting from the services being performed by Contractor.

2. Unless otherwise agreed to by the County, Contractor agrees as part of the installation process, to perform, or to use an approved subcontractor to perform, installation services, including, but not limited to, the following: (a) receipt and inventorying of materials; (b) unloading and uncrating of all Equipment and Software; (c) running of cables; (d) installation and testing of batteries, chargers and power boards; (e) running of power cables; (f) cooperating with all other vendors supplying peripheral or ancillary equipment that will interface with the System; and (g) any additional services necessary to ensure Contractor's compliance with this Article 28.
 3. All cabling provided by Contractor shall be neatly laced, as applicable, dressed, sheathed and adequately supported. When required by local codes, Contractor agrees to provide cables with a flame resistant sheath. All cabling outside any room in which Equipment is located shall be connected in conduits, raceways or runways unless otherwise agreed to in writing by the County. If required by any applicable Federal, State or local laws or codes, Contractor shall ensure that all items of Equipment are firmly held in place in a manner so as to protect such Equipment from seismic shock. In this regard, Contractor agrees to provide fastenings and supports adequate to support Equipment loads with an ample safety margin.
- g) Installation testing shall consist of the tests described in Contractor's proposal dated, which are to be conducted by Contractor and observed by the County. The purpose of these tests is to demonstrate the complete operability of the System(s) in conformance with the requirements of the Contract. This will include an actual demonstration of all required Software features. All tests shall be in accordance with test plans and procedures prepared by Contractor and previously approved by the County. In the event of any outstanding deficiencies at the conclusion of installation testing, as determined by the County, Contractor shall be responsible for instituting necessary corrective measures, and for subsequently satisfactorily demonstrating and/or re-demonstrating system performance.

ARTICLE 26. SOFTWARE

The Contractor shall provide the County with documentation, satisfactory to the County, confirming that the Contractor has acquired on the County's behalf all software licenses required hereunder.

- a. The Contractor shall, at its own expense, secure and administer for the County, in the County's name, any and all necessary sublicenses or direct licenses for the third party software, which shall be perpetual and irrevocable. The Contractor shall secure such sublicenses and direct licenses upon the same terms and conditions as the license between the Contractor and the County contained herein and additional terms and conditions, which in the County's sole discretion, are acceptable to the County. The terms and conditions of such sublicense agreements, at a minimum, shall include, but not be limited to the right of the County: (i) to make multiple copies of the third party software; (ii) to use the third party software on multiple processors utilized by the County or entities affiliated with the County, at no additional licensing fee; and, (iii) to maintain and modify the third party software without restriction.

ARTICLE 27. PRODUCT ACCEPTANCE

Unless otherwise provided by mutual agreement of the County and the Contractor, the County shall have thirty (30) days from the date of implementation to test and accept all newly licensed software Product(s). The County shall accept renewal of software maintenance or renewal of software licenses upon the effective date of the County contract or purchase order. Where the Contractor is responsible for installation, acceptance shall be from completion of installation, configuration and setup, including training, as specified in the County contract or purchase order. Failure to provide notice of acceptance or rejection or a deficiency statement to the Contractor by the end of the period provided for under this clause constitutes acceptance by the County as of the expiration of that period. The License Term shall be extended by the time periods allowed for trial use, testing and acceptance unless the County agrees to accept the Product at completion of trial use.



Unless otherwise provided by mutual agreement of the County and the Contractor, County shall have the option to run testing on the Product prior to acceptance, such tests and data sets to be specified by County. Where using its own data or tests, County must have the tests or representative set of data available upon delivery.

This demonstration will take the form of a documented installation test, capable of observation by the County, and shall be made part of the Contractor's standard documentation. The test data shall remain accessible to the County after completion of the test.

In the event that the documented installation test cannot be completed successfully within the specified acceptance period, and the Contractor or Product is responsible for the delay, County shall have the option to cancel the order in whole or in part, or to extend the testing period for an additional thirty (30) day increment. The County shall notify Contractor of acceptance upon successful completion of the documented installation test. Such cancellation shall not give rise to any cause of action against the County for damages, loss of profits, expenses, or other remuneration of any kind.

If the County elects to provide a deficiency statement specifying how the product fails to meet the specifications within the testing period, the Contractor shall have thirty (30) days to correct the deficiency, and the County shall have an additional thirty (30) days to evaluate the Product as provided herein. If the Product does not meet the specifications at the end of the extended testing period, the County, upon prior written notice to the Contractor, may then reject the Product and return all defective Product to the Contractor, and the Contractor shall refund any monies paid by the County to Contractor. Costs and liabilities associated with a failure of the Product to perform in accordance with the functionality tests or product specifications during the acceptance period shall be borne fully by the Contractor to the extent that said costs or liabilities shall not have been caused by negligent or willful acts or omissions of the County's agents or employees.



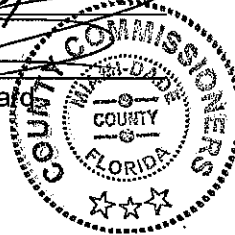
IN WITNESS WHEREOF, the parties have executed this Agreement effective as of the Agreement date herein set forth below.

CONTRACTOR

By: [Signature]
Name: Phillip Justus
Title: President
Date: 12/17/12
Attest: [Signature]
Corporate Secretary

MIAMI-DADE COUNTY

By: [Signature]
Name: Carlos Gomez
Title: Mayor
Date: 1/7/13
Attest: [Signature]
Clerk of the Board

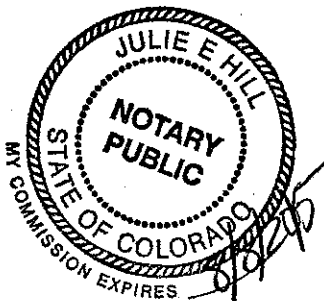


Corporate Seal

This certifies that Phillip Justus and no others has signed this document voluntarily in my presence
[Signature] Julie E Hill

Approved as to form and legal sufficiency

[Signature]
Assistant County Attorney





APPENDIX A SCOPE OF SERVICES

In addition to the required maintenance and support services to be provided by the Contractor to the County for the licensed AdvantEdge Collections Software System (System) software, the Contractor shall implement and maintain a new IAT SMARTDIAL CT Center Predictive Dialing and Inbound Blending Software Solution. Upon final system acceptance by the County, the Contractor will also be obligated to provide the required software maintenance and technical support services upon expiration of the one year warranty period at the rates outlined within Appendix B "Price Schedule". The Systems shall be utilized by the Credit and Collections Section within the Miami-Dade Finance Department to track credit and debit collections and recover monies owed to various County Agencies

The IAT 6.0 CT Center Predictive Dialing and Inbound Blending Software Solution will include the following:

1. CT Center Server:

- 16 Concurrent Agent Workstation Licenses
- 1 Broadcast Messaging Module: includes two broadcast messaging licenses and two messaging dialogues
- 3 Broadcast Messaging Licenses
- 8 Inbound Port Licenses
- 4 Transfer Anywhere Licenses – allows system to transfer calls off the dialer
- 3 Manager Center Application Licenses with Coaching, Conferencing and Monitoring
- 1 Real Time Interface – Accelerated Data System
- 1 IN03: Inbound, interactive, prerecorded message with pay by check or credit card.

2. Dialogues include: Simple Message, User Recorded with transfer option to your agents. This dialogue has five recorded profiles (messages) useable or re-recordable. Also included are dialogues to Demand for Payment by Check or Credit Card with multiple payment options.

3. Automatic payment module will be interfaced to MDC credit card processor (Elavon)

- 1 BL01: Inbound blending, prerecorded messaging with language prompt
- 8 CXM CTR Lite Agent Recording Ports
- 1 CXM CTR Lite Call Recording Module
- 1 CT Center Server: includes rack rails, external back up drive, headset, internal sound card, UPS system, LCD video display
- 1 Microsoft 2003 Server Operation Software
- 1 Nuance Text to Speech License (Donna voice)
- 1 Dialogic NMS 4-Port T1/PRI Telephony Card
- Misc. Cables
- Shipping, Installation, Travel Expenses, and On-site Training
- Annual Advantage Level Support for 5 years
- Dell PowerEdge Tower Server
- Pentium IV Processor (or equivalent)
- 512MB RAM
- (2) 18GB Hard Drives (Minimum)
- 17" (Minimum) Color Flat Panel Monitor (21" standard monitor – Optional)
- Modem
- CD ROM
- Sound Card
- Tape backup



- APC SU700 UPS
- Windows 2003 OS
- NMS Telephony Boards (configuration-specific)
- Headset (For recording hold messages, agent and client names, simple speak messages)
- CT Gateway Interface (CT Center side only. Real Time Interface is optional and Host-dependent)

The County is responsible for providing the following:

- PC Workstations meeting minimum specifications:
 - Pentium III processor (or equivalent)
 - At least 64 MB of memory
 - Windows 98, NT, 2000 or XP operating system
 - SVGA monitor
 - Minimum 500 MB hard drive with 100MB of available disk space
 - Network: 10/100 Ethernet with TCP/IP
- Workstation and telephone connectivity between CT Center hardware platform and User workstations
- Additional telephone lines and any modifications to the telephone system
- Dedicated broadband and modem connectivity and IP access
- Dedicated electrical power outlet 110V, 60 Hz.
- County PC for storage of CTR Lite call files

Maintenance and Support Services shall be performed as described in Article 3 of the Agreement and include the following:

Maintenance Support Services includes four (4) free hours of non-accruing, otherwise billable programming time each month, which may be applied toward creating or modifying a letter, feature, report, query, function and more in AdvantEdge Support including all upgrades and new releases.

- Hours of Support exclude the following Holidays: New Year's Day, Labor Day, Memorial Day, Thanksgiving, Fourth of July and Christmas.
- **Non-billable items, including but not limited to:** Bugs (unless client has made a change causing the error), Support for any non performing application(s), basic questions about how a feature works (excludes training), actions designed to work within AdvantEdge not working as designed.
- **Billable items, including but not limited to:** Modification of AdvantEdge, Creating/modifying a letter/feature/report/query/function not supported by AdvantEdge, any other custom item not originally supported by AdvantEdge. All billable items must first be approved by the County and submitted with a cost proposal detailing all work to be performed and the associated costs. Any work that commences without the prior approval by the County's project manager or designee shall be at the Contractor's expense.



APPENDIX B - PRICE SCHEDULE

A. MAINTENANCE AND TECHNICAL SUPPORT SERVICE FEES**AdvantEdge Collections Software System Maintenance and Support Services Fees**

Description	Term	Annual Fee
Software Maintenance and Support Services	Year 1	\$19,382.00
Software Maintenance and Support Services	Year 2	\$20,351.00
Software Maintenance and Support Services	Year 3	\$21,369.00
Software Maintenance and Support Services	Year 4	\$22,437.00
Software Maintenance and Support Services	Year 5	\$23,559.00
Total For Initial Five Year Term:		\$107,089

B. IAT SMARTDIAL SOLUTION FEES**CT Center Predictive Dialing (PD) and Inbound Blending (IB)**

ITEM DESCRIPTION	QUANTITY	UNIT PRICE	EXTENDED TOTAL
Concurrent Predictive Dialer (PD) <i>Includes: 17 agent audio ports, 16 predictive dialer ports, 16 predictive dialer trunks.</i>	16		
Manager Licenses <i>Includes: 1 Monitoring Port</i>	3		
CT Gateway Software <i>Includes: 1 CT Center Batch Data Exchange, 1 CT Center, Real Time Data Exchange, Automated Payment Interface and Software</i> <i>Includes: 24 hour Interfacing to MDC Credit Card Processor, Initial Service Package.</i> <i>Includes: Training, Travel, Installation, and Year 1 of Maintenance Support.</i>	1		
Sub-Total:			\$ 72,394
Maintenance Support Service Fees for IAT Solution			Annual Fee
Advantage Support (Year 2)			\$ 6,500.00
Advantage Support (Year 3)			\$ 6,825.00
Advantage Support (Year 4)			\$ 7,166.00
Advantage Support (Year 5)			\$ 7,525.00
Total For IAT Solution Over Five Year Term:			\$100,410.00

TOTAL CONTRACT VALUE (A+B) FOR INITIAL FIVE YEAR TERM = \$ 207,499

**C. OPTIONAL SERVICES****(1) *Options-to-Renew***

During the term of the Agreement, should the County exercise the available Options-To-Renew (OTR) the following rates shall apply:

**ADVANTEDGE Collections Software System
Maintenance and Support Services Fees**

Description	OTR Term	Annual Maintenance Support Service Fee
Software Maintenance and Support Services	1	\$24,737.00
Software Maintenance and Support Services	2	\$25,974.00
Software Maintenance and Support Services	3	\$27,273.00
Total for all OTR Terms:		\$ 77,984.00

**CT Center Predictive Dialing (PD) and Inbound Blending (IB)
Maintenance and Support Services Fees**

Description	OTR Term	Annual Maintenance Support Service Fee
Software Maintenance and Support Services	1	\$7,901.00
Software Maintenance and Support Services	2	\$8,296.00
Software Maintenance and Support Services	3	\$8,711.00
Total for all OTR Terms:		\$ 24,908.00

(2) *Professional Services*

Additional projects and professional services outside of general maintenance and support services shall be billed on an hourly basis and quoted for the scope of work required prior to work commencing. All work orders issued against this contract shall be negotiated prior to the Notice to proceed being issued by the authorized County Project Manager or designee and shall be based on the below rates.

Description	Hourly Rate
Priority Customization (to prioritize ahead of regular first- in- first out customers request list)	\$335.00 per hour
Senior Programmer	\$275.00 per hour
Normal Time (standard programmer) and Materials Monday through Friday (6:00 AM. to 6:00 PM)	\$225.00 per hour

****At the County's option, custom programming may be purchased on an annual basis in advance. Pre-purchase of the custom programming will be billed at the rate of \$150 per hour based on a minimum of twenty-five hours (25). Pre-purchased blocks of hours do not expire.**